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Approved For Release 2004/05/13 : CIA-RDP91-00965R000200160027-3

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OPERATIONS COORDINATING BOARD
Washington 25, D. C.

July 22, 1958

Dear Mr. Floete:

In the spring of 1954 there was an exchange of letters (dated May 6 and May 11) between the then Administrator of the General Services Administration and the Operations Coordinating Board, wherein the General Services Administration agreed not to release certain broadcasting and power-generating equipment reported as excess by USIA, without prior consultation with the Board. The following equipment was covered under this arrangement:

- Report No. 52 - four 50 KW and two 1000 KW mediumwave transmitters with accompanying equipment.
- Report No. 53 - eight 920 KW Worthington SDR-8 diesel generators and spare parts.
- Report No. 54 - four Dual-500 KW Continental Electronics short-wave transmitters with accompanying equipment.

Letters approving the release of three of the four 50 KW mediumwave transmitters listed on Report No. 52, all eight 920 KW generators listed on Report No. 53, and three of the Dual-500 shortwave transmitters listed on Report No. 54 have been transmitted to the GSA during the intervening years.

The United States Information Agency now wishes to recover the excess material listed in a memorandum dated July 8, 1958, signed by the Director of USIA, a copy of which I understand your office has already received. The Departments and Agencies represented on the OCB have approved the utilization of this equipment as planned by the USIA. The Board would therefore have no objection to this release. The Board at this time also wishes to withdraw any objection to the disposal of all of the remaining equipment retained by the GSA as a result of my letter of May 6, 1954.

The helpful cooperation of the GSA in this matter has been much appreciated.

Sincerely yours,

(signed)
Executive Officer

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The Honorable
Franklin G. Floete
Administrator of General Services Administration

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CONTRACT OF SALE

between

THE UNITED STATES OF AMERICA

and

THE AMERICAN COMMITTEE FOR LIBERATION

25X1 THIS CONTRACT OF SALE, entered into by and between the United States of America (hereinafter referred to as the "Government"), acting by and through the Administrator of General Services (hereinafter referred to as the "Administrator"), represented by the Commissioner of the Federal Supply Service (hereinafter referred to as the "Contracting Officer") and the American Committee for Liberation (hereinafter referred to as the "Purchaser"), provides for the sale by the Government and the purchase by the Purchaser, for and in consideration of a total sales price [REDACTED] of the following described Government surplus property, all in accordance with the terms and conditions hereinafter set forth.

ARTICLE I. Description of Property.

- 1 - Transmitter, dual 500 KW, shortwave,
Continental Electronics Mfg. Co.
- 1 - Water-to-air secondary cooling
- 1 - Set of spare parts
- 1 - Installation material
- 1 - Phantom antenna

ARTICLE II. Condition of Property. The property described herein is sold "as is" and "where is" and without recourse against the Government. The loading and removal of the property is the responsibility of the Purchaser.

25X1 ARTICLE III. Payment. Payment of the full sales price [REDACTED] shall be made to the Government by the Purchaser by cash, or by certified check, cashier's check, bank draft, postal or express money order, drawn payable to the Treasurer of the United States. Payment of the full sales price must be made prior to the date specified for removal herein by the Purchaser of the property and prior to transfer of title to the property from the Government to the Purchaser. If the Purchaser fails to make full and complete payment for the property as herein provided, the Government reserves the right, upon written notice to the Purchaser, to sell or otherwise dispose of any or all of such property and to charge any resulting loss therefrom to the account of the Purchaser. The Purchaser will in no way be released from full compliance with the terms and conditions of this sale by any resale by him of the property.

ARTICLE IV. Title. Title to the property sold hereunder shall vest in the Purchaser as and when full and final payment is made, without the execution of further documents.

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ARTICLE V. Delivery and Removal of Property. The Purchaser shall be entitled to obtain the property said hereunder upon vesting of the title of the property in him. Delivery shall be made at the Bush Terminal Warehouse, Brooklyn, New York, and the Purchaser shall remove the property at his expense within 120 days after payment of full purchase price. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operation of the Purchaser. If the Purchaser fails to remove the property within the specified time, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including handling and moving charges, shall be borne and paid by the Purchaser; in addition to the foregoing rights, the Government may, after the expiration of thirty (30) days after the date specified for removal, and upon ten (10) days' written notice (calculated from the date of mailing) to the Purchaser (which ten (10) days' written notice may, at the option of the contracting officer, be included either partly or wholly in the thirty (30) days specified above or may be in addition thereto), resell the property, applying the proceeds therefrom against the storage and any other costs incurred for Purchaser's account. Any details regarding removal of the property as may not be provided for herein, shall be arranged with the contracting officer, which arrangement shall be reduced to writing.

ARTICLE VI. Risk of Loss. After the date of execution of this Contract of Sale by both parties but prior to passage of title of the property to the Purchaser as hereinabove provided, the Government will be responsible for the care and protection of the property and any loss, damage or destruction occurring during such period will be adjusted by the Contracting Officer. After passage of title of the property to the Purchaser, and prior to the date specified herein for removal of the property, the Government's responsibility will be limited to the exercise of reasonable care for the protection of the property. After the date specified herein for removal of the property, all risk of loss, damage, or destruction of and to the property from any cause whatsoever shall be borne by the Purchaser.

ARTICLE VII. Limitation of Government's Liability. In any case where liability of the Government to the Purchaser has been established, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

ARTICLE VIII. Verbal Modifications. Any oral statement by any representative of the Government, modifying or changing any conditions of this Contract, is an expression of opinion only and confers no right upon the Purchaser.

ARTICLE IX. Covenant Against Contingent Fees. Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or at its option, to

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recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

ARTICLE X. Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

ARTICLE XI. Disputes. Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. Within 30 days from the date of receipt of such copy, the Purchaser may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Administrator, and the decision of the Administrator or his duly authorized representative for the determination of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; Provided, That, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.

ARTICLE XII. Contract Authority. This Contract is entered into pursuant to the authority contained in section 203(e) of the Federal Property and Administrative Services Act of 1949, as amended by Public Law 85-486, approved July 2, 1958.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale as of the _____ day of _____ 1958.

AMERICAN COMMITTEE FOR LIBERATION

UNITED STATES OF AMERICA

By _____

By _____

Title _____

Commissioner
Federal Supply Service

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